

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DELAGE LANDEN FINANCIAL	:	
SERVICES, INC.,	:	CIVIL ACTION NO. 2:02CV2810
Plaintiff,	:	
	:	HON. RONALD L. BUCKWALTER
TOSHIBA AMERICA MEDICAL	:	
SYSTEMS, INC.	:	
Plaintiff/Intervenor,	:	
	:	
v.	:	
	:	
DESOTO DIAGNOSTIC IMAGING,	:	
LLC., RANDON J. CARVEL, LYNN T.	:	
CARVEL, DELTA RADIOLOGY, P.C.	:	
and ZOBAR PROPERTIES, LLC	:	
	:	
Defendants.	:	
	:	

ORDER

AND NOW, this _____ day of _____, 2004, upon consideration of the Motion in Limine of Defendants to Preclude Evidence Related to the Master Lease and the responses thereto of Plaintiff De Lage Landen Financial Services, Inc. and Plaintiff/Intervenor Toshiba America Medical Systems, Inc., it is hereby ORDERED that the Defendants' Motion is DENIED.

BY THE COURT:

Ronald L. Buckwalter, U.S.D.J.

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Plaintiff,	:	
	:	HON. RONALD L. BUCKWALTER
TOSHIBA AMERICA MEDICAL	:	
SYSTEMS, INC.	:	
Plaintiff/Intervenor,	:	
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	:	
DESOTO DIAGNOSTIC IMAGING,	:	
LLC., RANDON J. CARVEL, LYNN T.	:	
CARVEL, DELTA RADIOLOGY, P.C.	:	
and ZOBAR PROPERTIES, LLC	:	
	:	
Defendants.	:	
	:	

**TOSHIBA AMERICA MEDICAL SYSTEMS, INC.'S MEMORANDUM OF
LAW IN OPPOSITION TO MOTION IN LIMINE TO
PRECLUDE EVIDENCE RELATED TO THE MASTER LEASE**

Defendants Motion in Limine to Preclude Evidence Related to the Master Lease Agreement is essentially a rehash of Defendants' Motion for Summary Judgment Based on Plaintiff's Reliance on the Master Lease. The latter motion was denied by this Court. In both motions, Defendants argue that the Master Lease never became effective because TAMS was required to execute the Master Lease Agreement. Because this Court has already properly rejected this argument, Defendants' Motion in Limine, like their Motion for Summary Judgment, must be denied.

Plaintiff De Lage Landen Financial Services, Inc. (“DLL”), in its Opposition to Defendants’ Motion for Summary Judgment Based on Plaintiff’s Reliance on the Master Lease (“Opposition”), sets out a full and complete analysis of the reasons why the Master Lease

Agreement was properly executed and became effective upon DLL's execution. Accordingly, to avoid unduly burdening the Court, Plaintiff/Intervenor Toshiba America Medical Systems, Inc. ("TAMS") hereby incorporates by reference the arguments made in DLL's Opposition as fully as if set forth herein at length.

IV. CONCLUSION

For the foregoing reasons, TAMS respectfully requests that the Court deny the Motion in Limine of Defendants to Preclude Evidence Related to the Master Lease.

Dated: May 12, 2004

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Toshiba America Medical Systems, Inc.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that today I caused a true and correct copy of **Toshiba American Medical Systems, Inc.'s Response to Defendants Motion in Limine to Preclude Evidence Related to the Master Lease** to be served upon counsel of record for all of the other parties to this proceeding by Hand Delivery, at the following addresses:

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Dated: May 12, 2004

Jonathan Sturz